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Honorable Richard A. Jones

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

RICHARD L. BARON,

Plaintiff,

vs.

APEX FINANCIAL MANAGEMENT, LLC,

Defendant.

Case No.: 2:09-CV-01412-RAJ

ANSWER AND AFFIRMATIVE DEFENSES  
OF DEFENDANT

COMES NOW Defendant Apex Financial Management, LLC (“Apex”), without waiving any objections, rights, and defenses relating to jurisdiction and process, hereby answers Plaintiff’s complaint as follows:

I. ANSWER

1.1. Apex admits the allegations contained in Paragraph 1.1 of Plaintiff’s Complaint.

1.2. Apex lacks sufficient information to admit or deny the allegations in Paragraph 1.2 of Plaintiff’s Complaint, and, therefore, denies the allegations contained in Paragraph 1.2 of Plaintiff’s Complaint.

1.3. Apex lacks sufficient information to admit or deny the allegations in Paragraph 1.3

ANSWER AND AFFIRMATIVE DEFENSES OF  
DEFENDANT - 1  
Case No. 2:09-CV-01412-RAJ

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1 of Plaintiff's Complaint, and, therefore, denies the allegations contained in Paragraph 1.3 of  
2 Plaintiff's Complaint.

3 1.4. Apex denies the allegations contained in Paragraph 1.4 of Plaintiff's Complaint.

4 1.5. Apex denies the allegations contained in Paragraph 2.1 of Plaintiff's Complaint.

5 1.6. Apex denies the allegations contained in Paragraph 2.2 of Plaintiff's Complaint.

6 1.7. Apex denies the allegations contained in Paragraph 2.3 of Plaintiff's Complaint.

7 1.8. Apex denies the allegations contained in Paragraph 2.4 of Plaintiff's Complaint.

8 1.9. Apex admits and denies the allegations contained in Paragraph 3.1 as set forth in  
9 paragraphs 1.1 through 1.8 of this Answer.

10 1.10. Apex denies the allegations contained in Paragraph 3.2 of Plaintiff's Complaint.

11 1.11. Apex denies the allegations contained in Paragraph 3.3 of Plaintiff's Complaint.

12 1.12. Apex denies the allegations contained in Paragraph 3.4 of Plaintiff's Complaint.

13 1.13. Apex denies the allegations contained in Paragraph 3.5 of Plaintiff's Complaint.

14 1.14. Apex denies the allegations contained in Paragraph 3.6 of Plaintiff's Complaint.

15 1.15. Apex denies the allegations contained in Paragraph 3.7 of Plaintiff's Complaint.

16 1.16. Apex denies the allegations contained in Paragraph 3.8 of Plaintiff's Complaint.

17 1.17. Apex denies the allegations contained in Paragraph 3.9 of Plaintiff's Complaint.

18 1.18. Apex admits and denies the allegations contained in Paragraph 4.1 as set forth in  
19 paragraphs 1.1 through 1.17 of this Answer.

20 1.19. Apex denies the allegations contained in Paragraph 4.2 of Plaintiff's Complaint.

21 1.20. Apex denies the allegations contained in Paragraph 4.3 of Plaintiff's Complaint.

22 1.21. Apex denies the allegations contained in Paragraph 4.4 of Plaintiff's Complaint.

23 1.22. Apex denies the allegations contained in Paragraph 4.5 of Plaintiff's Complaint.

24 1.23. Apex denies the allegations contained in Paragraph 4.6 of Plaintiff's Complaint.

25 1.24. Apex denies the allegations contained in Paragraph 4.7 of Plaintiff's Complaint.

26 1.25. Apex denies the allegations contained in Paragraph 4.8 of Plaintiff's Complaint.

ANSWER AND AFFIRMATIVE DEFENSES OF  
DEFENDANT - 2  
Case No. 2:09-CV-01412-RAJ

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1 1.26. Except as so admitted, Apex denies each and every allegation in Plaintiff's  
2 Complaint.

3 II. AFFIRMATIVE DEFENSES

4 Having answered Plaintiff's complaint, Apex alleges the following affirmative defenses.

5 2.1. **Failure to State Claims.**

6 2.2. **Lack of Subject Matter Jurisdiction.**

7 2.3. **Lack of Real Party in Interest.**

8 2.4. **Other Action Pending.**

9 2.5. **Failure to Mitigate.** Plaintiff failed to mitigate any damages which he may have  
10 suffered.

11 2.6. **Bonafide Error.** Any violation of law, which is specifically denied, was not  
12 intentional and resulted from a bona fide error notwithstanding the maintenance of procedures  
13 reasonably adapted to avoid any such error.

14 2.7. **Good Faith Reliance.** At all pertinent times, Apex acted in good faith reliance  
15 on the information provided by the creditor or original creditor of the account.

16 2.8. **Good Faith.** Apex acted in good faith at all times.

17 2.9. **No False Statements.** Apex did not make any false or misleading representation  
18 to Plaintiff or anyone else.

19 III. PRAYER

20 Wherefore having fully answered Plaintiff's complaint, having interposed affirmative  
21 defenses and counterclaims, Apex prays for the following relief:  
22  
23  
24  
25  
26

3.1. Dismissal of the Action with prejudice, and with costs and attorney fees to Apex.

3.2. For such other and further relief as may be provided by law.

Dated October 17, 2009.

DAVENPORT & HASSON, LLP

s/ Jeffrey I. Hasson

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